



# Easement Dedication

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**Planning and Development Services Department  
City of Round Rock, Texas**

Updated: November 2017

### **What are Easements?**

Easements are legal documents that allow the City to access and maintain a City-owned utility, channel, or area.

### **When are Easements required?**

Typically offsite easements are necessary prior to Final Plat recordation and on-site easements are necessary prior to project acceptance. However, because every project is different, verify with your DSO Reviewer what easements are required and when. If you are not sure your DSO Reviewer is, call our main number at (512) 218-5428 and our staff will gladly assist you.

### **Who Drafts the Easement Document?**

The City Attorney will draft all Easements and email to signatory once the proper documentation is provided to DSO. Applicants should plan on a minimum of ten (10) business days for processing time.

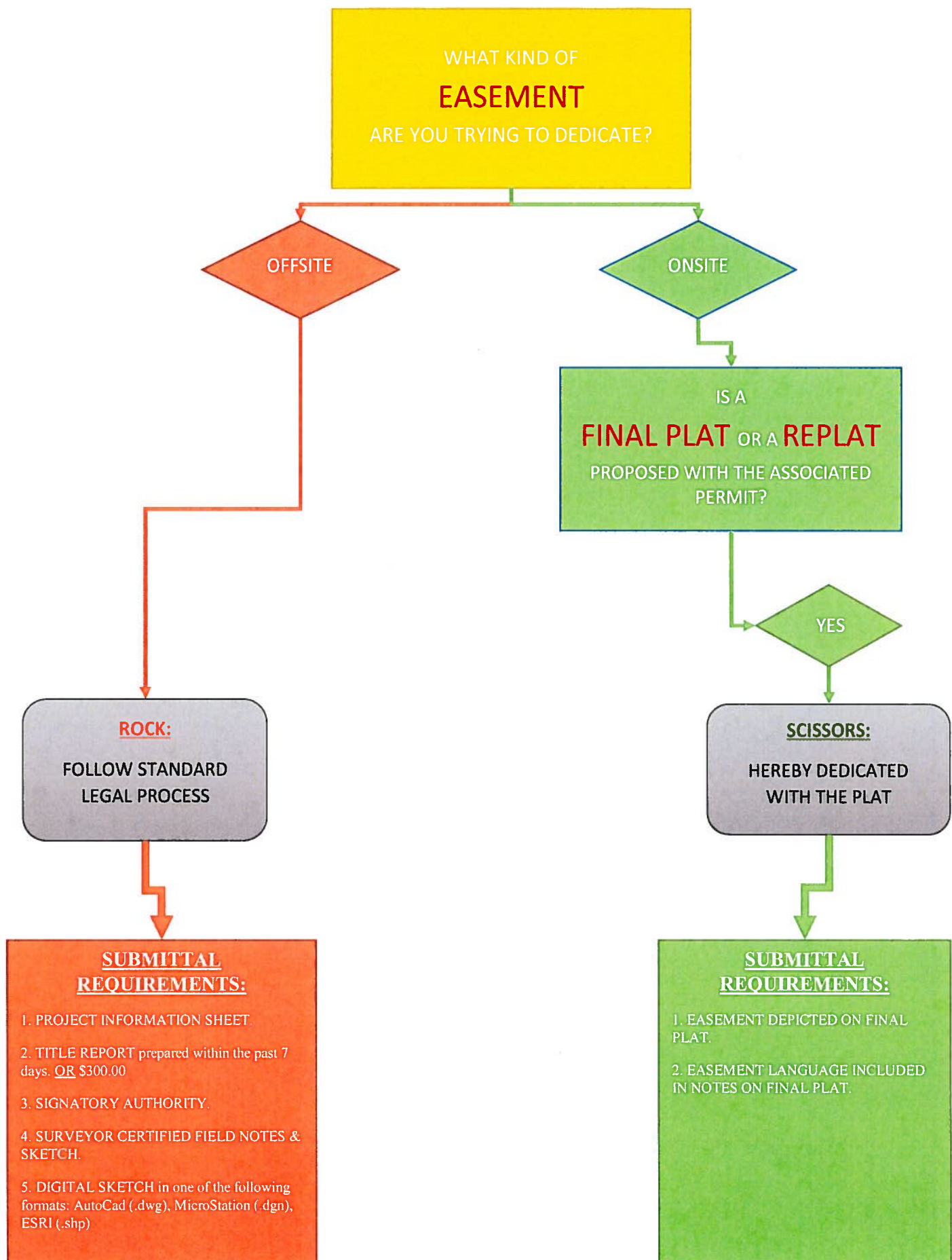
### **Who records the Easement Document?**

DSO will record all Easements. Planning will record all Final Plats.

### **How Do I Start?**

Follow the diagram on page 3 of this packet. Work with DSO staff for ANY questions. DSO can be reached at (512) 218-5428.

**\*\*\*IMPORTANT: The easement dedication process may take up to ten (10) business days after a complete and accurate packet of materials is submitted to the DSO. \* \* \***



## Easement Dedication Requirements for the \***ROCK** process

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A **ROCK** Easement Package MUST contain all of the following:

1. ☐ **PROJECT INFORMATION SHEET.** Included in the easement packet.
- 2a. ☐ **TITLE REPORT.** Required to be prepared within the past 7 days, with attachments. The metes and bounds field notes caption and sketch must reflect the most recent deed transaction and MUST match what is reflected in the abstractor's certificate. In some cases, an owners and lien search may act in lieu.

OR
- 2b. ☐ **COMPANY/CASHIER'S CHECK FOR \$300.** The City has a contract with a local Title company to obtain Title reports. The Amount is subject to number of tracts, site of property, & extent of research necessary. In most cases, easements are processed more quickly with this check option due to outdated Title reports and errors with documentation provided.
3. ☐ **SIGNATORY AUTHORITY.** A document naming the person with the legal authority to execute the easement document on behalf of the organization.
4. ☐ **FIELD NOTES & SKETCH.** Must reflect the easement to be dedicated, including the lot description and orientation to the nearest lot line. Required to be certified (signed and sealed) by a Registered Surveyor licensed to practice in the state of Texas. <sup>a</sup>
5. ☐ **DIGITAL SKETCH.** One (1) compact disc required. <sup>b</sup> Must match the original paper field notes in one of the following formats:
  - AutoCad (.dwg)
  - MicroStation (.dgn)
  - ESRI (.shp)

### NOTES:

- a. Field notes and sketch shall only refer to 'Easement' and shall not state the type of easement (e.g. drainage, water, storm sewer, etc.). The drafted legal document will specify the easement type.
- b. Files shall be geo-referenced to the State Plane Grid Coordinate System – Texas Central Zone (4203) or contain a minimum of two (2) survey points referenced to the City of Round Rock Control Network, State Plane or Latitude/Longitude. The file shall be in US feet and shall include rotation information and scale factor required to reduce surface coordinates to grid coordinates in US feet.

- c. Please note that Applications may be submitted in person by the applicant or applicant's agent, via postal mail, or by email.

**Please note that the application will not be forwarded to the City Attorney for action unless all application requirements have been met.**

ROCK

## **Easement Dedication Requirements for the \*SCISSORS process**

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A **SCISSORS** Easement Package MUST contain all of the following:

1. ☐ **EASEMENT DEPICTED ON FINAL PLAT & TYPE CALLED OUT WITH "HEREBY DEDICATED TO THE CITY OF ROUND ROCK"**
2. ☐ **EASEMENT LANGUAGE TO BE INCLUDED IN NOTES ON FINAL PLAT.**

### **NOTE:**

The perpetual easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal, and patrol of utilities and associated facilities including but not limited to: pipes, valves, vaults, manholes, channels, inlets, structures, access facilities, conduits, appurtenances, and any necessary accessories thereto (collectively the "Facilities").

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas or Travis County, Texas.

Except as otherwise noted, the easement, rights, and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantors in the event the utilities are abandoned or shall cease to be in operation, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights, and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the Facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the Facilities thereon.

Grantor further grants to Grantee:

- (a) the right to install additional Facilities on the Easement Tract;
- (b) the right to grade the easement for the full width thereof and to extend the cuts and fills for such grading into and onto the land along and outside the easement to such extent as Grantee may find reasonably necessary;
- (c) the right of ingress to and egress from the easement over and across Grantor's property by means of roads and lanes thereon, if such exist; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of Grantor's property which is isolated from the easement by any public highway or road now crossing or hereafter crossing the property; the foregoing right of ingress and egress includes the right of the Grantee and assigned employees of Grantee to disassemble, remove, take down, and clear

away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantor's property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said fence, barricade, or other structure is inconsistent with the rights conveyed to Grantee herein;

(d) the right of grading for, construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the easement;

(e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to any pipeline; valves, appliances, fittings, or other improvements by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;

(f) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement;

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the easement;

(b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantors private roads or lanes on the lands;

(c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

It is understood and agreed that any and all equipment placed upon said property shall remain the property of Grantee.

Grantor hereby dedicates the easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, it's successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.



# Easement Dedication

## Project Information Sheet

Planning & Development Services Department (PDS) 512-218-5428

**Project Name:** \_\_\_\_\_

**Subdivision Name:** \_\_\_\_\_

**Location of Easement**    ☐ Onsite    ☐ Offsite

**Type of Easement:** \_\_\_\_\_

**City of Round Rock Project Reviewer:** \_\_\_\_\_

### Property Information

**Address:** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_

**To be dedicated:** Square feet: \_\_\_\_\_ or Acres: \_\_\_\_\_

### Grantor Information

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm name (if applicable):** \_\_\_\_\_

**Firm address:** \_\_\_\_\_

**Ph:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

### Grantor's Agent Contact Information (if different from Grantor)

**Contact person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm name (if different from above):** \_\_\_\_\_

**Firm address:** \_\_\_\_\_

**Ph:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

### Applicant's Contact Information

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm name (if applicable):** \_\_\_\_\_

**Firm address:** \_\_\_\_\_

**Ph:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

	<b><u>Rock</u></b> (pg. 4)	<b><u>Scissors</u></b> (pg. 6)
<b>Project Info Sheet</b> (pg.8)	<b>X</b>	
<b>Title Report</b> <b><u>OR</u></b> <b>\$300</b>	<b>X</b>	
<b>Signatory Authority</b>	<b>X</b>	
<b>Field Notes &amp;</b> <b>Sketch certified by</b> <b>Surveyor</b>	<b>X</b>	
<b>Digital Sketch</b>	<b>X</b>	
<b>Depicted on Plat</b> <b>(Hereby Dedicated)</b>		<b>X</b>
<b>Language on Plat</b>		<b>X</b>